



## MICHIGAN COURTS NEWS RELEASE

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FOR IMMEDIATE RELEASE

**Does the term “police officer” encompass reserve police officers is a question the Michigan Supreme Court will consider during oral arguments on May 4, 2016.**

LANSING, MI, April 25, 2016 – Does failure to comply with the command of a reserve police officer fall within the scope of the statute [MCL 750.81d](#) is one of the issues before the Michigan Supreme Court during oral arguments on May 4. Court will convene at 9:30 a.m.

Other issues include a worker’s compensation action, whether injuries suffered in an apartment fire are covered under a Total Pollution Exclusion Endorsement, and a breach of contract claim between Michigan Association of Governmental Employees (MAGE) and the Michigan Office of the State Employer (OSE).

Oral arguments are open to the public. Links to the briefs and case summaries are available [here](#).

The Court broadcasts its oral arguments and other hearings [live on the Internet](#). Watch the stream live only while the Court is in session and on the bench. Streaming will begin shortly before the hearings start; audio will be muted until justices take the bench.

For media interested in video or audio recording of oral argument, please see the [link](#) to *Request and Notice for Film and Electronic Media Coverage of Court Proceedings*.

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**Michigan Supreme Court Oral Arguments**  
**Wednesday, May 4, 2016**

*These brief accounts may not reflect the way that some or all of the Court's seven justices view the cases. The attorneys may also disagree about the facts, issues, procedural history, and significance of these cases. For further details about the cases, please contact the attorneys.*

***Morning Session***

**Docket [#152534](#)**

People of the State of Michigan  
Plaintiff-Appellant,

William J. Valliencourt, Jr.

v (Appeal from Ct. of Appeals)  
(Livingston – Hatty, M.)

Ryan Scott Feeley  
Defendant-Appellee.

Brian P. Morley

Defendant Ryan Scott Feeley was arrested and charged with resisting and obstructing a police officer under [MCL 750.81d](#), for failing to comply with the command of a Brighton reserve police officer. The district court refused to bind Feeley over for trial, however, ruling that the failure to comply with the command of a reserve police officer was not within the scope of the statute. The prosecutor appealed to the circuit court, which affirmed the district court's ruling. The Court of Appeals also affirmed, in a published opinion, ruling that the relevant statute uses the general term "police officer," and also lists other law enforcement professionals, but does not list "reserve police officer." One judge dissented. The prosecutor filed an application for leave to appeal in the Supreme Court which, on January 29, 2016, directed the Clerk to schedule oral argument on the application. At oral argument, the Court will consider whether the term "police officer" in MCL 750.81d(7)(b)(i) encompasses reserve police officers.

**Docket [# 151277](#)**

Robert Arbuckle, Personal Representative  
of the Estate of Clifton M. Arbuckle  
Plaintiff-Appellee

Robert J. MacDonald

v (Appeals from Ct. of Appeals)  
(MCAC)

General Motors, LLC  
Defendant-Appellant.

Gregory M. Krause

Plaintiff Robert Arbuckle, a General Motors retiree, brought this worker's compensation action, alleging that General Motors was improperly coordinating his worker's compensation benefits with his disability pension benefits. A 2009 collective bargaining agreement permits the coordination of benefits for already-retired workers such as Arbuckle. But the Court of Appeals

held in an unpublished opinion that Arbuckle is not bound by the 2009 agreement because, as a retiree, the union did not represent him in negotiating the agreement. General Motors filed an application for leave to appeal and, on December 23, 2015, the Supreme Court directed the Clerk to schedule oral argument on the application, to consider whether Arbuckle's action is preempted by federal law, and whether Arbuckle's action is governed by state or federal law.

**Docket # [151447](#)**

Charles B. Hobson and Mary L. Hobson  
Plaintiffs-Appellees

Mark R. Bendure

v (Appeal from Ct. of Appeals)  
(Wayne-McDonald, K.)

Indian Harbor Insurance Company, XL Insurance  
America, Inc. and XL Insurance Company of  
New York, Inc.,  
Defendants-Appellants

Drew M. Broaddus

and

Wilson Investment Service & Construction, Inc.  
Wilson Investment Service, Crescent House

Apartments, Crescent House Apartments, L.L. C.,  
W-4 Family Limited Partnership, W-4 Family L.L.C.,  
and James P. Wilson  
Defendants-Appellees.

The plaintiffs allege that they were injured when a fire broke out in their apartment building, flooding their apartment with smoke. In this declaratory judgment action, they claim that the defendant Indian Harbor Insurance Company, which issued a commercial general liability insurance policy to the property owner, owes compensation to them for their injuries. Indian Harbor Insurance denied coverage based on its Total Pollution Exclusion Endorsement, and filed a motion for summary disposition. The exclusion states that the insurance does not apply to “[b]odily injury” or “property damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.”

“Pollutants” is defined to include “smoke, vapor, soot, [and] fumes. . . .” The trial court denied the motion, and the Court of Appeals affirmed in an unpublished opinion. The panel held that the alleged injuries were not caused by a pollutant; they arose from the negligence of the insured property owner, which resulted in a fire. Indian Harbor Insurance filed an application for leave to appeal to the Supreme Court. On December 9, 2015, the Supreme Court directed the Clerk to schedule oral argument on the application. The parties were asked to address: “(1) whether the Total Pollution Exclusion Endorsement is ambiguous, and (2) whether there was a discharge, dispersal, seepage, migration, release, or escape of a pollutant that caused the plaintiffs’ injuries.”

**Docket # [147511](#)**

Michigan Association of  
Governmental Employees  
Plaintiff-Appellee

Brandon W. Zuk

v (Appeal from Ct of Appeals)  
(Ct of Claims – Draganchuk, J.)

State of Michigan and  
Office of the State Employer  
Defendants-Appellants.

Margaret A. Nelson

Plaintiff Michigan Association of Governmental Employees (MAGE) reached an agreement with the Michigan Office of the State Employer (OSE) to jointly recommend salary increases of 0%, 1%, and 3% for fiscal years 2009, 2010, and 2011. Both parties made the agreed-upon recommendations in 2009 and 2010, but in 2011, the OSE deviated from the agreement and recommended no salary increase. The Michigan Civil Service Commission did not increase salaries that year. MAGE filed a lawsuit against the defendant State of Michigan in the Court of Claims alleging, among other things, breach of contract. The trial court denied the State of Michigan’s motion for summary disposition, and the Court of Appeals affirmed in an unpublished opinion. On February 3, 2016, the Supreme Court directed the Clerk to schedule oral argument on the application. The parties were asked to address whether MAGE’s breach of contract claim is cognizable in the Court of Claims, given that the Civil Service Commission has constitutional authority to “fix rates of compensation” for the classified service, Const 1963, art 11, § 5, and given that the relief that MAGE requests is not available unless the Civil Service Commission reconsiders its rate-setting decision.